



Randy Brown
<rbrown@kdheks.gov>

02/23/2009 10:00 AM

To Paul Roemerman/SUPR/R7/USEPA/US@EPA

cc

bcc

Subject FW: Access Agreements for United Zinc

Paul – the last two are for the removal assessment I conducted; the first was for the State Water Plan investigations.

Randy

Randolph L. Brown, L.G.
Site Assessment Unit Chief
Remedial Section
Bureau of Environmental Remediation
(785) 296-8065
rbrown@kdheks.gov



United Zinc Access Agreement - City of Iola.pdf



United Zinc Access Agreement - Housing Authority City of Iola.pdf



United Zinc Access Agreement - USD 257.pdf

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Superfund

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MAY 27 2005

ACCESS TO PROPERTY AGREEMENT

BUREAU OF
ENVIRONMENTAL REMEDIATION

Kansas Department of Health and Environment (hereinafter referred to as "KDHE") hereby enters into the following Access to Property Agreement with City of Iola, Kansas regarding access to property more specifically described as:

The City of Iola right of way in the NW ¼ of Section 36, Township 24 S, Range 18 E, Allen County, Kansas.

The terms of this Access to Property Agreement are as follows:

1. The access to the property granted by owner City of Iola to KDHE, its employees, agents, assigns, or contractors is in consideration for the promises and assurances provided by KDHE regarding the performance of the work under the conditions set forth below.
2. The City of Iola grants KDHE, its employees, agents, assigns, or contractors access to all necessary locations in the City right-of-way surrounding the former United Zinc #1 Smelter Site near Monroe Street and Kansas Drive in eastern Iola, Kansas for the purpose of reviewing information, inspecting the premises, examining and gathering data, conducting an investigation and taking any remedial action which is determined by KDHE to be necessary, as a result of the past use of the property (or surrounding property) as a former smelter site.
3. KDHE assures the owner that prior to termination of this Consent Agreement, all materials and equipment shall be removed from the property and the property restored, as nearly as reasonable possible, to the condition it was in at the time this Consent Agreement was executed.
4. KDHE, its employees, agents, assigns, or contractors shall comply with all city, county, state, and federal laws, statutes, regulations, and ordinances, which may affect or pertain to the environmental activities conducted on City of Iola property.
5. Other than the activities specified in this access agreement, no further access to or use of City of Iola property shall be permitted except upon written consent of the parties, which consent shall not be unreasonably withheld.
6. By signing this agreement, KDHE hereby represents and warrants that its contractor has adequate insurance or other financial assurances to protect and safeguard City of Iola and personal and real property in accordance with the terms of this agreement.
7. KDHE agrees to be solely responsible only for proper disposal of any waste discovered on the property or remediation of hazardous wastes or substances relative to KDHE's investigative and remedial purposes.

8. KDHE will not be liable for any act or omission of its employees, agents, assigns, or contractors beyond that liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.
9. The parties signing below warrant that they have authority to enter into this agreement. City of Iola specifically warrants that s/he is owner in fee simple of the property in question as described above.

Law W. McIntosh Administrative Asst.
Property Owner City of Iola, Kansas

Date 5-25-2005

Property Owner - Spouse

Date _____

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Pamela K. Crapper
By:
Title: Professional Geologist

Date 5/25/05

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KDHE-BER-Remedial

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ACCESS TO PROPERTY AGREEMENT

Kansas Department of Health and Environment (hereinafter referred to as "KDHE") hereby enters into the following Access to Property Agreement (hereinafter "Agreement") with Housing Authority of the City of Topeka regarding access to property more specifically described as:

The _____ of Section __, Township __ S, Range __ Allen County, Kansas.

With an address of 819 Kansas Drive Kansas (hereinafter "Property").

The terms of this Agreement are as follows:

1. Access to the Property is granted by Housing Authority of the City of Topeka (hereinafter "Owner") to KDHE, its employees, agents, assigns, or contractors is in consideration for the promises and assurances provided by KDHE regarding the performance of the work under the conditions set forth below.
2. Owner grants KDHE, its employees, agents, assigns, or contractors access to all necessary location described above for the purpose of reviewing information, inspecting the premises, examining and gathering data, conducting an investigation and taking any remedial action which is determined by KDHE to be necessary, at the Property.
3. KDHE assures the owner that prior to termination of this Agreement, all materials and equipment shall be removed from the Property and the Property restored, as nearly as reasonable possible, to the condition it was in at the time this Agreement was executed.
4. KDHE, its employees, agents, assigns, or contractors shall comply with all city, county, state, and federal laws, statutes, regulations, and ordinances which may effect or pertain to the environmental activities conducted on the Property.
5. Other than the activities specified in this access agreement, no further access to or use of Property shall be permitted except upon written consent of the parties, which consent shall not be unreasonably withheld.
6. By signing this agreement, KDHE hereby represents and warrants that its contractor has adequate insurance or other financial assurances to protect and safeguard Owner and personal and real property in accordance with the terms of this Agreement.
7. KDHE agrees to be solely responsible only for proper disposal of any waste discovered on the property or remediation of hazardous wastes or substances relative to KDHE's investigative and remedial purposes.
8. KDHE will not be liable for any act or omission of its employees, agents, assigns, or

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KDHE-BER-Remedial

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contractors beyond that liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

9. The parties signing below warrant that they have authority to enter into this Agreement. Owner(s) specifically warrants that s/he is owner of the property in question as described above.
10. This Agreement may be executed by counterpart.
11. Neither entry into nor performance of this Agreement shall constitute or be construed as an admission or acknowledgment by either Owner or KDHE of any fact, legal issue, or conclusion of law, or of any liability, fault or responsibility, or a waiver of any rights, privileges, or defenses or as evidence of such, except as specifically set forth herein, with respect to the Property other than a proceeding to enforce this Agreement and Owner specifically denies any liability, fault or responsibility by entering into this Agreement.

OWNER(S)

Housing Authority of the City of Topeka

Carol K. Pass

Property Owner

Executive Director

Date

8/23/05

Date

Property Owner - Spouse

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Date

By:

Title:

ACCESS TO PROPERTY AGREEMENT

Kansas Department of Health and Environment (hereinafter referred to as "KDHE") hereby enters into the following Access to Property Agreement (hereinafter "Agreement") with USD 257 regarding access to property more specifically described as:

This of Section , Township S, Range ALLEN County, Kansas.

With an address of 209 S. KENT, ^{4CK4} IOLA, KS. (hereinafter "Property"). McKENLEY ELEMENTARY

The terms of this Agreement are as follows:

1. Access to the Property is granted by S. CRAIG NEUENSWANDER (hereinafter "Owner") to KDHE, its employees, agents, assigns, or contractors in consideration for the premises and assurances provided by KDHE regarding the performance of the work under the conditions set forth below.
2. Owner grants KDHE, its employees, agents, assigns, or contractors access to all necessary location described above for the purpose of gathering information, inspecting the premises, examining and gathering data, conducting an investigation and taking any remedial action which is determined by KDHE to be necessary, at the Property.
3. KDHE assures the Owner that prior to termination of this Agreement, all materials and equipment shall be removed from the Property and the Property restored, as nearly as reasonable possible, to the condition it was in at the time this Agreement was executed.
4. KDHE, its employees, agents, assigns, or contractors shall comply with all city, county, state, and federal laws, statutes, regulations, and ordinances which may effect or pertain to the environmental activities conducted on the Property.
5. Other than the activities specified in this access agreement, no further access to or use of Property shall be permitted except upon written consent of the parties, which consent shall not be unreasonably withheld.
6. By signing this agreement, KDHE hereby represents and warrants that its contractor has adequate insurance or other financial assurances to protect and safeguard Owner and personal and real property in accordance with the terms of this Agreement.
7. KDHE agrees to be solely responsible only for proper disposal of any waste discovered on the property or remediation of hazardous wastes or nuisances relative to KDHE's investigative and remedial purposes.
8. KDHE will not be liable for any act or omission of its employees, agents, assigns, or


contractors beyond the liability granted by the Kansas Tort Claims Act, K.S.A. 75-6101 et seq.

9. The parties signing below warrant that they have authority to enter into this Agreement. Owner(s) specifically warrants that s/he is owner of the property in question as described above.
10. This Agreement may be executed by counterpart.
11. Inclusion into the performance of this Agreement shall constitute or be construed as an admission or acknowledgment by either Owner or KDHE of any fact, legal issue, or conclusion of law, or of any liability, fault or responsibility, or a waiver of any rights, privileges, or defenses or as evidence of such, except as specifically set forth herein, with respect to the Property other than a proceeding to enforce this Agreement and Owner specifically denies any liability, fault or responsibility by entering into this Agreement.

OWNER(S)

U.S.D. 257
Property Owner

Date


Property Owner - ~~Spouse~~

Date

8/23/05

**KANSAS DEPARTMENT OF HEALTH
AND ENVIRONMENT**

Date

By:

Title: